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Attorneys for United States of America

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

(1) \$247,052.54 IN FUNDS FROM)
ACCOUNT NO. 8098433 IN THE)
UMPQUA BANK;)
(2) \$10,000 IN UNITED STATES)
CURRENCY;)
(3) 2005 ORANGE KAWASAKI KFX400)
ATV (VIN JSLAK47B952103976); AND)
(4) 2005 GREEN KAWASAKI KFX400)
ATV (VIN JSLAK47B752102759),)

Defendants.)

CODY KYLE DOBBS,)

Claimant.)

No. 05-4798 SC

SETTLEMENT AGREEMENT

1 Plaintiff United States of America and claimant Cody Kyle Dobbs, through their
2 undersigned counsel, stipulate and agree as follows:

3
4 1. Plaintiff is the United States of America ("United States"). Defendants are (1)
5 \$247,052.54 in Funds from Account No. 8098433 in the Umpqua Bank; (2) \$10,000 in United
6 States Currency; (3) 2005 Orange Kawasaki KFX400 ATV (VIN JSLAK47B952103976); and
7 (4) 2005 Green Kawasaki K VX400 ATV (VIN JSLAK47B752102759) (collectively
8 "Defendants"). After proper notification was given and publication made, as required at that
9 time by Rule C(4), Supplemental Rules for Certain Admiralty and Maritime Claims, the only
10 person who filed a timely claim and answer in this action is Claimant Cody DOBBS. As a result,
11 only Claimant DOBBS has a right to defend Defendants. Plaintiff and Claimant DOBBS are
12 hereafter referred to as the "Parties" in this document which is hereinafter referred to as the
13 "Settlement Agreement" or "Agreement."

14
15 2. After full and open discussion, the Parties agree to resolve any and all claims
16 against Defendants as well as any claims against any and all past and present officials, employees
17 and agents of the United States, including those at the United States Department of Justice and
18 the Drug Enforcement Administration, arising out of the facts alleged in the Complaint for
19 Forfeiture filed in this lawsuit on or about November 23, 2005.

20
21 3. The Parties agree that the resolution of the lawsuit is based solely on the terms
22 stated in this Settlement Agreement. It is expressly understood that this Agreement has been
23 freely and voluntarily entered into by the Parties. The Parties further agree that there are no
24 express or implied terms or conditions of settlement, whether oral or written, other than those set
25 forth in this Agreement. This Agreement shall not be modified or supplemented except in
26 writing signed by the Parties. The Parties have entered into this Agreement in lieu of continued
27 protracted litigation and District Court adjudication.

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1 4. The Parties further agree that this Settlement Agreement does not constitute
2 precedent on any legal issue for any purpose whatsoever, including all administrative
3 proceedings and any lawsuits.

4
5 5. The Parties agree that Claimant DOBBS releases and discharges the United
6 States, as well as any past and present officials, employees, agents, attorneys, their successors
7 and assigns, from any and all obligations, damages, liabilities and demands of any kind and
8 nature whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown,
9 arising out of the allegations set forth in plaintiff's Complaint, filed on November 23, 2005, and
10 the seizure of Defendants.

11
12 6. In order to resolve this case without the expense of protracted litigation, the
13 Parties have agreed that all Defendants shall be forfeited to the United States except for
14 \$80,000 (eighty thousand dollars) of Defendant \$247,052.54, and that the \$ 80,000 of Defendant
15 \$247,052.54 shall be returned to Claimant DOBBS by check made payable both to Claimant
16 DOBBS and his attorney, J. David Nick, and delivered to his attorney, J. David Nick, Attorney,
17 506 Broadway, San Francisco, California, 94133. Such payment shall be in full settlement and
18 satisfaction of any and all claims by Claimant DOBBS, his heirs, representatives and assignees to
19 all Defendants.

20
21 7. Claimant DOBBS shall hold harmless the United States, including its
22 agents, officers, representatives and employees, as well as any and all state and local law
23 enforcement officials, for any and all acts directly or indirectly related to the seizure of all
24 Defendants, and for any and all acts directly or indirectly related to the forfeitures described in
25 paragraph 6 above.

26
27 8. The United States and Claimant DOBBS agree that each party shall pay its own
28 attorneys' fees and costs.

1 9. Based on the foregoing Settlement Agreement between the United States and
2 Claimant DOBBS, the Parties agree that the Court shall dismiss this action.

3
4 IT IS SO STIPULATED:

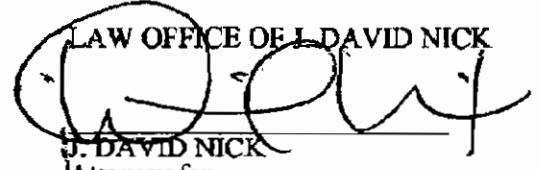
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6 Dated: April 1, 2008

JOSEPH P. RUSSONIELLO
United States Attorney



PATRICIA J. KENNEY
Assistant United States Attorney

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10 Dated: April 2, 2008

LAW OFFICE OF J. DAVID NICK


J. DAVID NICK
Attorney for
Claimant Cody Kyle Dobbs

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13 Dated: April 4, 2008


CODY KYLE DOBBS
Claimant

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18 BASED ON THE FOREGOING STIPULATED SETTLEMENT AGREEMENT, IT IS SO
19 ORDERED ON THIS 17 DAY OF April, 2008, AND UNITED STATES SHALL
20 SUBMIT A PROPOSED JUDGMENT OF FORFEITURE.

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23 
HONORABLE SAMUEL CONTI
United States District Court Judge